

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

THE HANOVER INSURANCE COMPANY, a) Case No. 2:11-cv-00470-GMN-RJJ
New Hampshire corporation,)
Plaintiff,)
v.) **DEFAULT JUDGMENT AGAINST
VAZZANA UNDERGROUND) DEFENDANTS S.B.A. DEVELOPMENT,
CONSTRUCTION INC., a California) INC. d/b/a ROYAL CONSTRUCTION
corporation; WESTERN STATES FIRE) COMPANY AND SPINNAKER HOMES
PROTECTION COMPANY d/b/a STATEWIDE) VII, LLC
FIRE PROTECTION, a Minnesota corporation;)
SELECT BUILD NEVADA, INC., a Delaware)
corporation; FREHNER MASONRY, INC., a)
Nevada corporation; THE TIBERTI COMPANY,)
a Nevada partnership; S.B.A. DEVELOPMENT,)
INC. d/b/a ROYAL CONSTRUCTION)
COMPANY, a Nevada corporation; and)
SPINNAKER HOMES VII, LLC, a Nevada)
limited liability company,)
Defendants.)**

This matter having come before the Court on Plaintiff The Hanover Insurance Company's ("Hanover") Motion for Entry of Default Judgment Against Defendants S.B.A. Development, Inc. d/b/a Royal Construction ("SBA") and Spinnaker Homes VII, LLC ("Spinnaker") (collectively "Indemnitor Defendants"), having reviewed the pleadings of record and the Affidavits submitted by Hanover in connection therewith, the Court finds that the Indemnitor Defendants were regularly served with process and failed to appear and answer Hanover's Complaint within the time period

1 prescribed by law, that the default of the Indemnitor Defendants was duly entered by the Clerk of this
2 Court, that Hanover's claim is for a sum certain, that the Indemnitor Defendants are neither infants or
3 incompetent, and that Hanover is entitled to the relief requested.

4 Based upon the foregoing findings and good cause appearing therefore;

5 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that Hanover be awarded
6 Judgment against the Indemnitor Defendants, jointly and severally, for the following relief:

7 1. Judgment in the principal sum of \$50,000.00, representing reimbursement of Hanover's
8 reasonably expected loss under the Bond, and Hanover's demand for collateral security pursuant to the
9 terms of the Indemnity Agreement;

10 2. Attorneys' fees in the amount of \$39,058.20;

11 3. Costs in the amount of \$1,864.16;

12 4. Post judgment interest at the rate of 10%;

13 5. A permanent injunction is hereby issued immediately restraining and enjoining the
14 Indemnitor Defendants from liening, dissipating, selling, transferring, disposing of, securing,
15 secreting, or otherwise diverting any assets and property, including realty, personal and mixed, owned
16 by the Indemnitor Defendants, and property in which they have an interest, unless and until Hanover
17 receives the funds described above in paragraphs (1) through (4);

18 6. Hanover is granted a lien upon all assets and property, including realty, personal and
19 mixed, owned by the Indemnitor Defendants, and property in which they have an interest. Such lien
20 shall secure Hanover against any loss that it has or may sustain or incur by virtue of having executed
21 the License Bond on behalf of SBA. Such liens shall be in the total amount described in paragraphs
22 (1) through (4) above, and shall remain in effect unless and until Hanover receives the funds described
23 above in paragraphs (1) through (4).

24 **DATED** this 5th day of July, 2011.

25 
26 _____
27 Gloria M. Navarro
28 United States District Judge